

1
2 Memorandum of Agreement
3 Between The Secretary of Defense
4 And
5 The Director of Central Intelligence
6 On
7 The National Imagery and Mapping Agency
8

9 A. APPLICABILITY

10 This Memorandum of Agreement (MOA) between the Secretary of Defense
11 (Secretary) and the Director of Central Intelligence (DCI) implements those provisions of
12 the National Imagery and Mapping Agency Act of 1996 (Title XI of the National Defense
13 Authorization Act for Fiscal Year 1997, Public Law 104-201, September 23,
14 1996)(hereinafter the "NIMA Act of 1996") relating to the transfer of CIA personnel and
15 assets for activities being assigned to NIMA and to the provision of CIA support to the
16 NIMA; additionally, this MOA addresses various mission and function matters. It is not
17 intended to address and resolve all matters relating to imagery responsibilities and
18 implementation of the NIMA Act, or to delegate or otherwise affect the authorities or
19 responsibilities of the Secretary or the DCI unless addressed specifically in the MOA. All
20 references herein to the Secretary, the DCI, the Director, NIMA, or the Executive Director,
21 CIA, are intended to include any persons designated to act for them for a given purpose.
22

23 B. STATUS OF CIA POSITIONS, PERSONNEL, & ASSETS

24 1. CIA Positions & Personnel

25 a. Not earlier than two years after NIMA establishment, the DCI and the
26 Secretary shall determine which, if any, CIA positions and personnel within the CIA
27 program and budget are to be transferred to the NIMA, under terms and conditions
28 prescribed by the Secretary and the DCI.

29 (i) Pending that determination, all CIA personnel performing activities that
30 are within the missions and functions transferred to the NIMA shall remain CIA employees.
31 The funds allocated for their salaries and benefits, and the positions for such personnel, shall
32 remain within the CIA Program of the National Foreign Intelligence Program (NFIP). Until
33 otherwise determined jointly by the DCI and Secretary, vacancies to these positions shall
34 be filled by the CIA in consultation with NIMA. CIA personnel detailed or assigned to
35 NIMA shall continue to receive CIA entitlements and benefits, except as otherwise
36 determined by agreement between the Executive Director, CIA and the Director, NIMA.

1 (ii) The Director, NIMA, and the Executive Director, CIA, shall develop a
2 proposal to address, pursuant to section 1113 of the NIMA Act of 1996, the status of CIA
3 positions and personnel in NIMA. This proposal shall be presented through the appropriate
4 channels to the Secretary and the DCI for their review and decision on or after October 1,
5 1998, but no later than 90 days from the effective date of this MOA.

6 b. All CIA personnel within the provision of paragraph 1.a., above, who are
7 assigned to NIMA, shall work under and accept day-to-day operational direction and
8 control from the Director, NIMA. Operational direction and control includes decisions on
9 placement of these CIA personnel. As necessary, details, assignments, and other personnel
10 matters, including performance evaluations and career development, related to these
11 employees shall be addressed by the Executive Director, CIA, and the Director, NIMA.

12 c. The CIA shall not diminish the number of positions, and funds sufficient to
13 pay personnel occupying those positions, beyond any previously mandated downsizing
14 unless additional downsizing for CIA is mandated by the Executive Branch or Congress or
15 unless agreed to between the Director, NIMA, and the Executive Director, CIA.

16 d. The CIA may nominate candidates for management positions throughout the
17 NIMA structure, but decisions on assignment or detail of personnel to NIMA management
18 positions are reserved to the Director, NIMA, except as determined jointly by the Executive
19 Director, CIA and the Director, NIMA.

20 e. Assignments of personnel by the Director, NIMA, to provide direct support
21 to clandestine operations of the CIA shall be made only at the request and with the
22 concurrence of the Executive Director, CIA. NIMA personnel assigned to provide direct
23 support to clandestine operations of the CIA shall meet security requirements approved by
24 the CIA Deputy Director for Operations.

25 2. Assets

26 The Director, NIMA, and the Executive Director, CIA, may enter into such
27 administrative agreements as may be necessary for the transfer of property, contracts,
28 leases, and other assets pursuant to section 1113(c) of the NIMA Act of 1996.

29 C. RECORDS AND ARCHIVAL FUNCTIONS

30 1. Archival Functions

31 a. The NIMA shall serve as the central repository for those imagery and
32 imagery-related records and other materials, data and information that transfer to NIMA
33 under authority provided by the NIMA Act of 1996. The Director, NIMA, in support of
34 the national security objectives of the United States, shall make this repository available to
35

1 support activities of all Intelligence Community (IC) and DoD components, and other
2 appropriate elements of the US Government.

3 b. With respect to elements of the US Government other than DoD and CIA
4 that have records, other materials, data or information that are imagery-related and for
5 which a repository is being sought, the NIMA shall be prepared to serve as the repository
6 under such terms and conditions as are mutually agreed to between the NIMA and the
7 affected agency(ies).

8 2. Records

9 Except as provided below, all records of the former COMIREX held by the
10 Central Imagery Office, records of the former NPIC, records of the OD&E component
11 whose functions transferred to NIMA, and non-CIA records generated by CIA "affiliates"
12 assigned to NIMA are NIMA records subject to applicable laws and regulations relating to
13 the records maintenance, control, review and disposition. Certain CIA designated
14 operational files, and personnel and administrative files that record the conduct of internal
15 CIA business, shall remain CIA files under CIA records control. Such records shall be more
16 fully described in a separate memorandum agreed to by the records custodians and the
17 General Counsels of the CIA and NIMA.

18 3. Maintenance of Records.

19 As appropriate in light of the location of the records and other relevant
20 considerations, the Director, NIMA and the Executive Director, CIA, shall continue
21 discussions regarding records processing issues, the categorization of specific records and
22 other record issues of common concern (records management, control, declassification,
23 FOIA and non-FOIA review and release procedures) related to CIA and NIMA records.
24 The parties recognize that the recommendations resulting from such a dialogue may require
25 adjustment in resource allocations. Each organization will be responsible for providing the
26 funding and personnel necessary to effectively implement this agreement.

27

28 D. NATIONAL MISSION AND PERFORMANCE REVIEW

29 In accordance with §110 and §105(d) of the National Security Act of 1947, as
30 amended, there will be a joint Secretary/DCI national mission review and evaluation of the
31 capabilities of the NIMA to accomplish its assigned national missions, including support to
32 the all-source analysis and production process and clandestine operations, and its
33 performance and responsiveness in doing so. The resulting evaluation and report, at a
34 minimum, shall address:

35 1. Those issues requested by the Secretary, the DCI, or the Chairman of the Joint
36 Chiefs of Staff.

1 2. The availability and continued improvement of imagery intelligence support for
2 all-source analysis and production.

3 3. The ability of the United States Imagery and Geospatial Information System
4 (USIGS) to support national customers and the IC.

5 Within 180 days from the effective date of this MOA, the DCI and the Secretary shall
6 review and approve the policies, procedures, and schedule applicable to this review.

7

8 E. IC FUNCTIONAL MANAGER

9 The Director, NIMA, shall serve as the IC Functional Manager within the NFIP, on
10 behalf of the DCI, for investment activities related to imagery, imagery intelligence and
11 geospatial information, which include RDT&E and procurement initiatives. The Director,
12 NIMA, shall:

13 1. Review and coordinate on NFIP investment activities related to imagery,
14 imagery intelligence and geospatial information.

15 2. Review all NFIP imagery-related fiscal and workyear resources, Program
16 Objective Memoranda and budget submissions to affect resource allocation decisions and
17 assure compliance with technical architecture, equipment, and data and related standards
18 and policy. Provide recommendations to the Secretary and the DCI.

19 3. Provide program planning and resource guidance to the NFIP program managers
20 for inputs to the DCI's Capabilities Programming and Budgeting System of the NFIP.

21 4. Prepare and maintain a compendium of all ongoing and planned NFIP imagery,
22 imagery intelligence, and geospatial information activities and resources.

23 5. In this capacity, the Director, NIMA, shall prepare program and budget
24 submissions in accordance with procedures defined by the DCI for NFIP submissions.
25 NIMA will maintain records related to the NFIP programs as required by the DCI.

26

27 F. ALL-SOURCE ANALYSIS AND PRODUCTION

28 The Director, NIMA, in timely consultation with the Executive Director, CIA, shall
29 ensure that imagery intelligence support to CIA all-source analysis and production is in no
30 way degraded or compromised. Consultation between the Director, NIMA, and the
31 Executive Director, CIA, shall occur on an on-going basis.

32

33 G. QUALIFICATIONS AND TRAINING

34 The Director, NIMA, shall develop and implement guidance and standards for
35 training and establish minimum qualifications requirements for imagery analysts, and

1 personnel performing imagery-related tasking, processing, exploitation and dissemination
2 functions, or functional management functions within the IC.

3 4 H. COLLECTION TASKING

5 In accordance with the National Security Act of 1947, as amended, the NIMA Act
6 of 1996, and DCI policies and procedures, the Director, NIMA, shall develop, recommend,
7 and implement approved policy and procedure for tasking national imagery collection
8 systems. To ensure effective management of the collection tasking process, under DCI
9 policy, procedure, requirements, and priorities governing the collection and protection of
10 national intelligence and the tasking of national imagery collection assets, the Director,
11 NIMA, shall:

12 1. Manage requirements for the collection tasking, processing, production,
13 exploitation and dissemination of imagery.

14 2. Support the imagery requirements of the Department of State and other non-
15 DoD departments and agencies in accordance with §110 of the National Security Act of
16 1947, as amended.

17 3. Implement decisions of the DCI or the DCI's designee or, in accordance with
18 National Security Decision Directive 204, "Transfer of National Intelligence Collection
19 Tasking Authority" (dated December 24, 1985) and the implementing "Memorandum of
20 Agreement Between the Director of Central Intelligence and the Secretary of Defense"
21 (dated March 3, 1986), the Secretary or the Secretary's designee, for the following:

22 a. Approval of collection requirements levied on national imagery collection
23 assets;

24 b. Determination of priorities for such requirements;

25 c. Resolution of conflicts in such priorities.
26

27 I. IMPLEMENTATION

28 1. In carrying out responsibilities assigned in this MOA, the Director, NIMA, shall
29 keep the Secretary and the DCI fully and currently informed, as appropriate, on NIMA
30 activities.

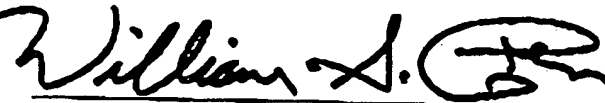
31 2. The Director, NIMA, shall enter into such agreements with the Executive
32 Director, CIA, as may be necessary to clarify administrative arrangements available for use
33 by CIA personnel assigned to NIMA for matters such as EEO, grievance, and alternative
34 dispute resolution processes.

1 3. The Director, NIMA, and the Executive Director, CIA, shall assure that NIMA
2 participates in the CIA career board processes for CIA personnel assigned, detailed or on
3 rotation to NIMA.

4 4. The CIA may provide administrative, contract, security and other support to
5 NIMA pursuant to 10 U.S.C. § 444, under terms and conditions agreed to between the
6 Executive Director, CIA, or designee, and the Secretary's designee.
7

8 J. REVIEW, MODIFICATION AND TERMINATION

9 This MOA will take effect on the later date of the signatures below. The parties
10 shall review this MOA no less often than every two years and modify it as circumstances
11 warrant. Consistent with applicable law and any Presidential guidance, this MOA may be
12 terminated by written Agreement of the parties.
13

14
15 
16

17 William S. Cohen

18 Secretary of Defense

19 Date: 16 October 1998



George J. Tenet

Director of Central Intelligence

Date: 16 October 1998

DEFINITIONS

End-to-end Imagery Related & End-to-end Architectures: The means by which imagery-related information flows from the collectors and producers to the customers. The term includes guiding principles, design concepts, standards, capabilities, customer feedback, and relationships of imagery-related organizations and systems.

Global Geospatial Information: Worldwide, precise, spatially co-referenced information about the earth, arranged in a coherent structure to support measurement, mapping visualization, monitoring, modeling, terrain evaluation, and spatial reasoning applications. It is data defining characteristics, properties, and location of physical and cultural phenomenon associated with the earth's natural and man-made environment, such as information generally found on maps and charts, spatially controlled imagery, data produced and maintained in ADP format, and data exploited on a Geographic Information System. GGI includes traditional mapping, charting, and geodesy (MC&G) data as well as imagery and other sources of spatial information and those services which are made available to the warfighter to provide dominant battlefield awareness.

Geospatial Information Infrastructure: The collection of technology, policies, standards, capabilities, services, and doctrine necessary to produce, maintain, disseminate and exploit geospatial information. It includes the links between global geospatial information and sophisticated geographic information system technologies which allow desktop import and export of geospatial data sets; which assure interactive and reliable data manipulation, update, and value adding; and which encourage dissemination through use of electronic gateways and networks.

Imagery, Imagery Intelligence and Geospatial Information: Have the same meaning as in 10 U.S.C. §467.

Intelligence Community: Has the same meaning as in Executive Order 12333 and §3 of the National Security Act of 1947, as amended.

United States Imagery and Geospatial Information System (USIGS): The end to end architecture and systems designed to meet both national and defense requirements for imagery, imagery intelligence and geospatial information. It includes the functional areas of requirements and needs management, collection, processing, exploitation, production and dissemination.